

**ELEVATOR MAINTENANCE MWP
KONE, INC.
COR-SVCS-2023-0501-MWP**

THIS CONTRACT is entered into by and between the State of Montana, **Montana Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **KONE, Inc.**, (Contractor), whose address and phone number are 3157 Bozeman Ave, Helena MT 59601, (406) 449-1399.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is upon January 1, 2023 through December 31, 2023, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract does not constitute an authorized signature.

1.2 Contract Renewal. The State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in Section 2) in one-year intervals, or any interval that is advantageous to the State, unless either party provides a written notice of cancellation at least 30 days prior. This Contract, including any renewals, may not exceed a total of seven (7) years.

2. PRICE ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the Contract's initial term and if State agrees to a renewal, the parties may agree upon a cost increase. State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES AND SUPPLIES

Contractor will provide the State the necessary services and supplies to maintain the ThyssenKrupp passenger elevator Continental 45 Unit, Id # EN-0469, Model EP12530, MT#1485-1 (capacity 4500 lbs.), located at the Montana Women's Prison (MWP) in Billings, Montana.

3.1 Service Address.

Montana Department of Corrections
Montana Women's Prison (MWP)
701 South 27th
Billings, MT 59101

3.2 Service Requirements.

3.2.1 Level of Maintenance. A high level of maintenance is mandatory. With prior approval by State, Contractor be allowed to use any acceptable materials, equipment, methods, etc., to furnish this level of maintenance, provided strict adherence to federal, state, and local codes is maintained and final work approved by the State.

3.2.2 Extent of Service (parts, components, repair, replacement, testing and alignment).

Contractor will furnish all materials and labor necessary to maintain the operation of one (1) electric ThyssenKrupp passenger elevator Continental 45 Unit, Id # EN-0469, MT#1485-1 (capacity 4500 lbs.) Maintenance will include lubrication and adjustment to insure smooth and efficient operation of, but is not limited to, machines, motors, generators, controllers, control and landing positioning systems, selectors, worms, gears, thrusts, drives, governors, sheaves, ropes, bearings, power units, pumps, valves, jacks, all brake components, windings, commutators, rotating elements, contacts, coil resistances, relays, magnet frames, leveling devices, load-weighers, cams, car and hoistway door (or gate) hangers, tracks, guides, doors or operating devices, interlocks and contacts, doors or gates (except finish), push buttons, annunciators, cables including hoist and governor cables, governor equipment, electrical conductors, car guides and shoes (or guide rollers), safety devices (mechanisms) and indicator lights, signal and lamp fixtures, fans, gates, rail alignment, hoistway doors, door frames, platforms, counterweights, sills, hoistway gates, power feeders, and switches to insure maximum performance and safe operation.

Cleaning and refinishing of the car, hoistway doors, frames, and sills, and the replacement of car lamps or car flooring is not the responsibility of Contractor.

3.2.3 Safety Testing. Contractor will test equipment as outlined in federal, state, and local safety codes to ensure inspections will be passed. The testing includes but is not limited to the following:

- Perform governor, safety, and load tests
- Perform pressure and equipment test
- Correct deficiencies and meet compliance requirements
- Adhere to new published safety rules/standards

Contractor will perform all required safety tests as indicated by the State of Montana Elevator Safety Program. Upon completion of the required tests, Contractor will promptly submit the test results to the State of Montana Elevator Program.

3.2.4 Rules. Rules make reference to the “American Society of Mechanical Engineers, ASME, A17.3 2002” and any supplements codes thereto, which have been adopted by the State of Montana by applying MCA title 50, chapter 60, part 7, ARM 24.301.602. Contractor may request a copy from the Department of Labor and Industry, Building Codes Division, 301 South Park, Helena, MT 59620 or by phoning 406-841-2300.

3.2.5 Skilled Mechanics. Contractor will provide skilled mechanics, directly employed and supervised by it, to perform all routine preventive maintenance as well as any emergency breakdown service. All skilled mechanics employed for the purpose of implementing this Contract must be thoroughly trained in the mechanical and electrical operation of elevator equipment. Contractor will use particular effort to familiarize these mechanics with the specific equipment needed for this Contract.

3.2.6 Number of Hours/Routine Scheduled Maintenance. Contractor will spend no less than one-half (1/2) hour per quarter (January, April, July, October), in routine scheduled maintenance for cleaning, adjusting, and lubricating. Repair, replacement, and callback time are separate from scheduled maintenance time requirements. Contractor will not charge for service requests for minor repairs/adjustments or emergency entrapments. If the Contractor initiates any after hour service request, MWP must in advance approve the request and all additional costs not covered under this Contract.

3.2.7 Maintenance Requirements.

3.2.7.1. Contractor will service the one (1) electric ThyssenKrupp passenger elevator Continental 45 Unit, Id # EN-0469, Model EP12530, MT#1485-1 at least once quarterly. The service will be on a datemutually agreed upon between the Contractor and MWP.

3.2.7.2. Contractor will complete scheduled lubrication in accordance with manufacturer's instructions. Contractor will notify State of any major wear on any part, and State will schedule down time during regular working hours for replacement of the part.

3.2.7.3. Contractor will keep machinery and equipment thoroughly cleaned and painted as necessary to prevent rust and/or corrosion. State will clean and maintain the interior of the car.

3.2.7.4. In January, Contractor will make a thorough no-load safety test in the presence of a representative of State. Upon completion of the test, Contractor will report in detail the work performed and the results of the test to State and submit the test results to the State of Montana Elevator Program.

3.2.7.5. Contractor must perform all routine scheduled maintenance Monday through Friday between 8:00 am and 4:00pm (except on holidays.)

3.2.8 Check Charts (logs). The Contractor is required to maintain a check chart for the elevator, which lists all the parts requiring service and the intervals at which they are to be serviced. This chart is kept in a mutually agreed upon location supplied by State, and the Contractor will provide the chart to State upon completion of this Contract. Contractor must record every service call on the appropriate chart, and list the services performed and parts or equipment replaced.

3.2.9 Emergency Callbacks. If the elevator fails to properly operate between service calls, the Contractor must provide emergency callback service and restore operation. The monthly maintenance prices include all expenses for this emergency service. State will assign one person responsible to contact the Contractor for all emergency callbacks. The mechanic must notify this person upon completion of emergency work.

The mechanics assigned to work on the elevator must be capable of responding to emergency callbacks within three (3) hours (24 hours a day Monday through Friday). On Saturday and Sunday, the required response time four (4) hours.

3.2.10 Claims. State will not allow any claim for extra work, labor, or materials, not specifically provided herein. Contractor will not do any work or furnish any materials not covered by this Contract unless such work is ordered in writing by State.

3.2.11 Inspection. Contractor must allow the State or its representative to inspect Contractor's work under this Contract. State reserves the right to make such inspections and tests as and when deemed necessary to ascertain that the requirements of this Contract are being fulfilled.

3.2.12 Performance Requirements. After State gives a notice of observed defects, Contractor must respond within 24 hours and must immediately remedy these defects at Contractor expense. If Contractor's services are not in conformance to the requirements of this Contract, State has the right to require immediate re-performance. All work rejected as unsatisfactory will be subject to final inspection and

acceptance. Nothing herein stated will obligate Contractor to remedy defects caused by the owner's abuse of that work.

3.2.13 Supplies and Replacement Parts. If replacement parts/devices are not identical to original equipment or to the equipment manufacturer's recommendation, Contractor must obtain prior written approval from State. Approval requests must be made in writing, include the reasons for the proposed substitution, and provide a detailed technical description of the part or device. Normal supplies including lubricant and devices required for routine use must be readily available.

3.2.14 Nuisance Calls. Nuisance calls are considered a part of the regular Contract and the State will pay no extra charges relating to such calls.

3.3 Entrance into MDOC Secure Facility. Please refer to MCA statutes for entry into State secure facilities. Contractor will follow the statutes to provide the services specified herein. Contractor must also adhere to MWP Procedures 2.1.1b Contractor Entrance and Work Procedures and 3.1.5 Entrance Procedures and Detainment of Non-Offenders.

3.3.1 Background Checks. Any individual who will be entering MWP must be approved by security personnel. Full name, birth date, and social security number must be submitted, 72 hours in advance, for all individuals who request entry into secure facilities.

3.3.2 Tobacco Use. All MWP property is tobacco free. All Contractors and subcontractors must follow the MWP requirement.

3.3.3 Dress. Individuals entering MWP must dress appropriately when providing services. Individuals who do not dress appropriately will not be admitted to any facility until such a time that dress can be altered to meet MWP requirements. Contractor is referred to Attachment A, Visitor Information pamphlet rules 8 and 9.

3.3.4 Tools. The MWP Warden or designee must approve all tools being used to provide the services of this Contract on MWP property or other State secure facilities.

3.3.5 Miscellaneous.

3.3.5.1 Weapons, illicit drugs, marijuana, and alcohol are strictly forbidden on MWP property.

3.3.5.2 To enter MWP, Contractor will be required to remove shoes, belt, and jewelry to pass through a metal detector test. MWP personnel may also use a hand-held wand.

3.3.5.3 The following items may not enter a secure State facility and should be secured in vehicles (this list may not be totally inclusive): Cash over \$5; cellular telephones; two-way radios; pocketknives, box cutters, etc.; purses, pouches, briefcases, backpacks, etc., (exceptions will be made for items necessary to complete the business Contractor is present for).

3.3.5.4 A valid picture ID is required for admittance to MWP.

3.3.5.5 Contractor will be advised as to the proper procedure for a response to an emergency while at MWP

3.3.5.6 Contractor may be required to adhere to additional policies State will inform Contractor of any additional required policies.

3.3.5.7 Contractor will be escorted at all times by an MWP staff member while inside MWP.

4. WARRANTIES

4.1 Warranty of Products. Contractor warrants that the products used conform to the specifications required for the elevator, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. The length of the warranty may vary by product. Contractor acknowledges that exceptions will be rejected.

4.2 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. The State's acceptance of services provided by Contractor will not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor will be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the elevator maintenance services to be provided, the State will pay Contractor according to the following schedule:

5.1.1 State will pay Contractor six hundred sixty-nine and 00/100 Dollars (\$669.00) per quarter (January, April, July October), not to exceed two thousand six hundred seventy-six and 00/100 Dollars (\$2,676.00) per contract year, for Elevator Maintenance services described herein.

5.1.2 This rate is inclusive of all travel and per diem. State will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

5.2 Invoices. Invoices must clearly show services performed, by date.

5.3 Withholding of Payment. Subject to provisions of Section 22, Event of Breach – Remedies, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 5% of the total value of the subject statement of work or applicable contract.

5.4 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by § 17-8-242, MCA. Contractor will provide banking information at the time of Contract execution in order to facilitate the State's electronic funds transfer payments.

5.5 Reference to Contract. The Contract number must appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the State is not obligated to timely pay the invoice.

6. AGENCY ASSISTANCE

To the extent possible, Contractor will use its own equipment in providing the goods/services set forth in Section 3. However, the parties recognize that services provided to State may occur within the confines of a secure correctional facility necessitating the use of State facilities and equipment including, but not limited to, access to inmate records, workspace within a correctional facility, and phone service (e.g., Montana Women's Prison does not allow cellular or digital phones within the facility).

7. NON-EXCLUSIVE CONTRACT

The intent of this Contract is to provide state agencies with an expedited means of procuring supplies and/or services. This Contract is for the convenience of state agencies and is considered by State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the Contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. State does not guarantee any usage.

8. PREVAILING WAGE REQUIREMENTS

8.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in § 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor will abide by the requirements set out in §§ 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with §§ 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry. The Contractor is directed to the Montana Prevailing Wages Rates for Non-Construction Services 2022. Please see Attachment A, rates can also be located at the following link: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

8.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with §§ 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in § 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers will pay during the public works contract.

Because this Contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract (outside of that allowed in

Section 2) will be allowed to fulfill this requirement.

8.3 Notice of Wages and Benefits. Section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with § 18-2-423, MCA.

8.4 Wage Rates, Pay Schedule, and Records. Section § 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer will maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than three (3) years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

8.5 New Prevailing Wage Rates Applicable Upon Renegotiation. If the initial Contract provides for an extension of the contract at the same negotiated compensation rate originally agreed on, this constitutes a "renewal" that would utilize the same prevailing wage rates (base and fringe benefits) in effect at the time of the initial solicitation.

An increased or decreased compensation rate for the contractor during the agreed extension of the Contract constitutes a "renegotiation" and the prevailing wage rates in effect at the time of such renegotiation would apply. In addition, the 30-month period restarts.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. Contractor will provide the Department, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. The State may terminate this Contract under Section 21, without incurring liability, for the Contractor's refusal to allow access as required by this Section. (§ 18-1-118, MCA.)

9.2 Retention Period. Contractor will create and retain all records supporting the elevator maintenance services for a period of eight (8) years after either the completion date of this Contract or termination of the Contract.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent. (§ 18-4-141, MCA) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this Contract.

11. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor will protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its

subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

12. REQUIRED INSURANCE

12.1 General Requirements. Contractor will maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance will cover such claims as may be caused by any negligent act or omission.

12.2 Primary Insurance. Contractor's insurance coverage will be primary insurance with respect to the State, its officers, officials, employees, and volunteers and will apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers will be excess of Contractor's insurance and will not contribute with it.

12.3 Specific Requirements for Commercial General Liability. Contractor will purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

12.4 Specific Requirements for Automobile Liability. Contractor will purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

12.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a

Best's rating of no less than A- indicating compliance with the required coverages has been received by the Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

13. LICENSURE AND PERMITS

Contractor agrees to provide the State with copies of appropriate current licenses issued under Title 37, Chapter 73 of the Montana Code Annotated for all persons performing services under this Contract. Contractor will pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the work.

14. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor will comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

15. COMPLIANCE WITH LAWS

15.1 Compliance with Laws. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

15.2 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section

4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

16. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

17. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

18. INTELLECTUAL PROPERTY/OWNERSHIP

18.1 Ownership of Work Product. Work Product includes (i) all deliverables and other materials, products, or modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. Contractor will execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

18.2 Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

18.3 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor will provide full disclosure of any Contractor Pre-existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-existing Materials, Contractor will grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-existing Materials embedded in the Work Product to the extent such Contractor Pre-existing Materials are necessary for State to receive the intended benefit under this Contract. Such license will remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 20.1,

Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor will retain title to and ownership of any hardware it provides under this Contract.

19. CONTRACT TERMINATION

19.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

19.2 State Termination for Convenience. State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State will give notice of termination to Contractor at least 30 days before the effective date of termination. State will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State will not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

19.3 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for the State's failure to perform any of its duties under this Contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

19.4 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (§ 18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State will terminate this Contract as required by law. State will provide Contractor the date State's termination will take effect. State will not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State will be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State will not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

19.5 Right of Assurance. If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

20. EVENT OF BREACH – REMEDIES

20.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract;
- Beginning work under this contract without prior State approval; or breaching Section 26.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

20.2 Event of Breach by State. The State's failure to perform any material term or condition of this Contract constitutes an event of breach.

20.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- Terminate this Contract under Section 21.1 and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon the State's material breach, Contractor may:

- Terminate this Contract under Section 21.3 and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

21. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition will provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, will the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

22. WAIVER OF BREACH

Either party's failure to enforce any Contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

23. LIAISONS AND SERVICE OF NOTICES

23.1 Contract Liaisons. All project management and coordination will be performed by the State's point of contact designated below. Contractor will designate a liaison that will provide project management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's Liaison and Contractor's Liaison.

Jennie Hansen is the State's Liaison.
701 South 27th
Billings MT 59101
(406) 247-5112
JHansen2@mt.gov

Blain Bermingham is Contractor's Liaison.
3157 Bozeman Ave
Helena, MT 59601
(406) 449-1399
Blain.bermingham@kone.com

23.2 Contract Manager. State's Contract Manager identified below will perform all Contract management duties on State's behalf. Written notices and requests or any issues, not related to project management and coordination, regarding this Contract should be directed to State's Contract Manager.

Kristi L. Hernandez is State's Contract Manager
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-9649
Kristi.Hernandez@mt.gov

23.3 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, e-mail, mail, or facsimile. If notice is provided by personal service, e-mail or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

24. MEETINGS

24.1 Technical or Contractual Problems. Contractor will meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State will provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

24.2 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor will not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

24.3 State's Failure or Delay. For a problem or circumstance identified in Contractor's status

report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State will review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties will extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the State does not agree as to the cause of such problem or circumstance, the parties will each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

25. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor will provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State will pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If the State terminates a project or this Contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

26. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party will pay its own costs and attorney fees.

27. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

28. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

29. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5.

30. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void will not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

31. PARAGRAPH HEADINGS

The captions and headings set forth in this Contract are for convenience of reference only and will not be

construed so as to define or limit the terms and provisions hereof.

32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

32.1 Contract. This Contract consists of fifteen (15) numbered pages plus any Attachments required, LimSol #COR-LimSol-2023-0413-KH, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

32.2 Entire Agreement. These documents are the entire agreement of the parties. All prior negotiations, representations, and understandings between the parties are superseded by the Contract. Any amendment or modification must be in a written agreement signed by the parties.

33. WAIVER

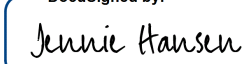
The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

34. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

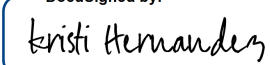
KONE, Inc.
3157 Bozeman Ave
Helena, MT 59601

DocuSigned by:

 1/9/2023
 FAB25B743BC6451...
 Jennie Hansen, Warden (Date)

DocuSigned by:

 1/6/2023
 6DB6619815D24E5...
 Mike Sevores, General Manager (Date)

Approved as to Form:

DocuSigned by:

 1/6/2023
 3C5659C707644B2...
 Kristi L. Hernandez, Contracts Officer (Date)
 Fiscal Services Bureau

Approved as to Legal Content:

DocuSigned by:

 1/6/2023
 41E045492B274F4...
 Molenda McCarty, Legal Counsel (Date)
 Legal Services Bureau

ATTACHMENT A

VISITOR INFORMATION



**Montana Women's
Prison**
Billings, Montana
Last update March 21, 2018 MM

ORGANIZATION: The Montana Women's Prison is administered by Warden Hansen. Employees of the state of Montana operate the facility. Friends, relatives, or other persons

communicating or visiting with an offender are responsible to know the rules of the facility that pertain to them. You are to follow these rules and/or the directions of any Correctional Officer. Some of these rules are stated in this publication. If you have any questions, please ask one of the Correctional Officers or Supervisors.

VIOLATION OF RULES: A person who violates the rules of this facility may be denied contact, visitation or communication with any offender. You may be refused entry into the prison. Any person who violates a law in this facility, including passing contraband to offenders, may be arrested and prosecuted.

TELEPHONE CALLS: Offenders at MWP are not allowed to receive telephone calls. No messages will be taken for offenders. At their discretion, supervisors may pass on emergency information that has been verified.

Offenders are given reasonable access to telephones. Telephone calls are allowed from 7:00 a.m. to 10:30 p.m. All telephone calls from offenders are collect calls. The person receiving the call is responsible for paying the fee set by the telephone company. If a person does not wish to receive collect call from an offender, he/she should refuse the call. The prison is not responsible for any calls made by offenders. If an offender is abusive or making improper telephone calls, you must report this in writing to the Warden. Disciplinary action may result.

MAIL: All incoming and outgoing mail must be directed through normal postal channels and sent at the regular postal rate. Mail is inspected for contraband

before it is delivered to the offender. No C.O.D. letters or packages are accepted. Incoming mail must have the offender's name and AO#, for example:

Offender's Full Name
AO # (Adult Offender Number)
701 South 27th Street
Billings, MT 59101

Also, all incoming mail must have the full name and address of the person sending it into the offender. Offenders are allowed to send letters at their own expense. All letters are subject to security inspections. Do not send cash or personal checks to an offender. If you send money, it must be as a money order or certified bank check made payable to the offender's full name. Any unauthorized mail is not delivered to the offender. The offender decides whether to return it to the sender or have it destroyed.

ATTORNEYS: Attorneys may visit the offenders in person from 8:00 a.m. to 5:00 p.m. Monday through Friday. If an offender wishes to speak with her attorney, she can use the telephone or mail channels. At least 24 hours' notice is required to set up an attorney visit.

MEDICAL: Offenders are not allowed visits when they are hospitalized. In the case of long-term or critically ill patients, special exceptions may be made.

FOOD – DRINK – TOBACCO: Visitors are not allowed to smoke or bring chewing tobacco, gum, food, or drinking items into the prison. No alcohol or drugs of any kind are permitted. There are vending machines in the visiting area for visitors and offenders.

NO TRESPASSING: Persons coming onto the prison property may do so only for authorized purpose. You are to leave the

prison when your authorized purpose is completed. You are not allowed to loiter or remain inside the building or anywhere on the property.

RELEASE OF OFFENDER PROPERTY: Inmates are allowed to send out personal property through visiting. The inmate identifies the visitor who is to take control of the property. The property is signed for by, and released to the visitor at the end of the visiting session.

QUESTIONS OR ASSISTANCE: If you have any questions or need help, please contact a Correctional Officer and ask for assistance.

SEARCH OF VISITORS: All visitors are subject to a metal detector and a pat-down search. Any items you are carrying are subject to search. If you do not comply with the search, your visit will be terminated and you may be refused further admittance into the prison. Visitors are not allowed into the secured areas without a Correctional Officer's escort.

VISITATION HOURS:

Tuesdays	1900-2030
Thursdays	1900-2030
Fridays	1900-2030
Saturdays*	0830-1030, 1330-1530
Sundays	0830-1030, 1330-1530

*3rd Saturday of each month is Kids Day – no morning or afternoon sessions.

Visitation Rules

1. **Visitors** must arrive 30 minutes early to be checked into the facility. Visitors arriving less than 15 minutes prior to the start of the visit may be turned away at the discretion of the on-duty Lieutenant.
2. All visitors must be on the offender's approved visitor list. The offender receives notification when a visitor has been approved or disapproved.
3. Minor children must be listed on the approved visitor's form. Only a parent or legal guardian may bring a minor child into visiting. Proof of guardianship and/or a copy of the child's birth certificate must be on file at MWP.
4. No more than five people (including children) are allowed to visit an offender during a visiting session without prior approval from the visitation Supervisor/Lieutenant.
5. The maximum capacity of the visiting room is 44 persons (no exceptions); out-of-town visitors have priority over local visitors.
6. The only items that visitors can bring into the facility are:
 - 16 & up need an adult's photo I.D. (required)
 - one handkerchief
 - one small plastic comb (no picks, brushes, or rattail combs. Will be left in key box.)
 - eye glasses
 - prescribed medical appliances or medications are left in the foyer, secured as necessary, and made available to the visitor as needed
 - up to \$15.00 in quarters in a clear plastic bag
 - vehicle keys
 - Watches and jewelry can be worn by visitors
7. Visitors with small children may bring in:
 - Two clear plastic bottles/sippy cup of formula/juice per baby
 - one factory-sealed jar (glass or plastic) of baby food and a small plastic spoon
 - four diapers (will not be taken into visiting room)
 - two baby blankets (not quilted and no larger than 3' x 3')
 - a diaper bag containing only the items listed above (secured in the visiting foyer)
 - a baby carrier (secured in the visiting foyer)
 - one container of baby wipes (will not be taken into visiting room)
 - one small toy
 - one pacifier
 - one teething ring
 - baby formula in one clear 'Ziploc' type sandwich bag containing only the amount needed for the visit. To be left in visiting foyer
8. Visitors shall be well groomed and in appropriate attire. Clothing must not be distracting to visitors, offenders or the visitation officers, must be clean and without holes and have some sort of sleeve.) Tank tops or tank top types, tube tops, spandex, camouflage, Lycra, and see-through or tight-fitting clothing are not allowed. Tops that expose the midriff or show excessive cleavage are not allowed. Tops with hoods are not allowed. Culottes, shorts (cutoffs not allowed), skirts, and dresses are not to be above mid-thigh; no bib overalls or wind pants, clothing without proper undergarment, clothing resembling as whole in color and design of inmate's or officer's uniforms are not allowed.
9. Coats, shawls, ponchos, down-filled vests, jackets, headscarves, hats and caps must be checked in and kept on the coat rack. Sweaters used as a coat will be dealt with at the discretion of the officer.
10. All visitors must stay appropriately dressed throughout the visitation session; this includes wearing footwear at all times.
11. Visitors and offenders are permitted a brief front-to-front embrace (NO PETTING OR FONDLING) including a BRIEF facial kiss at the beginning and one at the end of the visit. Handholding is permitted during the visit; hands must be kept in view of the visiting officer always.
12. The children's play area is for the children. Only one adult of the visiting party is allowed in the play area with the child. The adult may sit, but not lay down, on the floor in the play area.
13. Toys belong in the children's play area. A small toy may be taken to the table to entertain young children, but toys are not allowed outside in the courtyard.
14. No food or beverages are allowed in the play area. The toys in the play area kitchenette shall not be used for real food or beverages since this is unsanitary.
15. The offender is responsible for the behavior of her visitors. Adult visitors and the offender are responsible for monitoring the behavior of minor children. Children are not allowed to wander away from the visitor who brought them, unless they are in the play area. Offenders must keep their children from disturbing other visitors; offenders/visitors will be cautioned and the visit could be terminated if non-compliant. Children 10 and under may sit on the inmate's lap during visiting.
16. Children under 12 years of age are not allowed to be at the coffee cart or vending machines. Children under 12 years of age must be accompanied by an adult visitor when using the restroom.
17. All visitors and offenders shall remain seated, unless getting snacks or beverages. Feet are not allowed on the furniture.
18. When the courtyard is in use, offenders and visitors must remain seated in a chair, not on the ground, in plain view of the officer's podium, unless they are supervising children on the slide or are going to the coffee cart or vending machine.
19. No one is allowed within 3 feet of the fence or chapel while using the courtyard.
20. Only visitors may handle money.
21. Neither visitors nor inmates will trade/give away food, money or any other items to other visitors or inmates.
22. Offenders are not allowed to be at the vending machine while snacks are being purchased.
23. Games are checked out by the offender from the Visiting IM Worker.
24. Offenders can visit with their approved visitors only; they are not allowed to visit with another offender's visitors, or with another offender.
25. To be courteous to other visitors, the noise level in the room must be kept to a minimum.
26. An Inmate photographer may be available to take pictures, if one is employed.

SPECIAL NOTES:

Visitation can be denied for the following reasons:

- Visitor not on approved list or visitor fails to provide proper documentation for self or minor children.
- Visitor appears to be under the influence of alcohol/drugs.
- Visitor is not dressed appropriately.
- Visitor arrived less than 15 minutes prior to the start of the visit.
- Visitation is at capacity.

A visit can be terminated at the visitation officer's discretion for the following reasons:

- Visitor and/or offender fail to follow visitation rules.
- Visitor and/or offender use profanity or language that is disruptive to others.
- Visitor and/or offender engage in any inappropriate or sexual conversation or contact.

ATTACHMENT B
MONTANA
PREVAILING WAGE RATES FOR NONCONSTRUCTION SERVICES 2022

Effective: January 1, 2022

Greg Gianforte, Governor
State of Montana

Laurie Esau, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

LAURIE ESAU
Commissioner
Department of Labor and Industry
State of Montana

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Wage Rates:

Maintenance of Publicly Owned Buildings and Facilities	8
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Food Service and Cooking	17
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A. Date of Publication Preliminary – Do Not Use For Bidding**B. Definition of Nonconstruction Services Occupations**

Section 18-2-401(9)(a)-(9)(l), MCA defines “nonconstruction services” as “...work performed by an individual, not including management, office, or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection, and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aid services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”

D. Prevailing Wage Schedule

This publication covers only Nonconstruction Service occupations and rates. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway, and Building Construction occupations can be found on the Internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

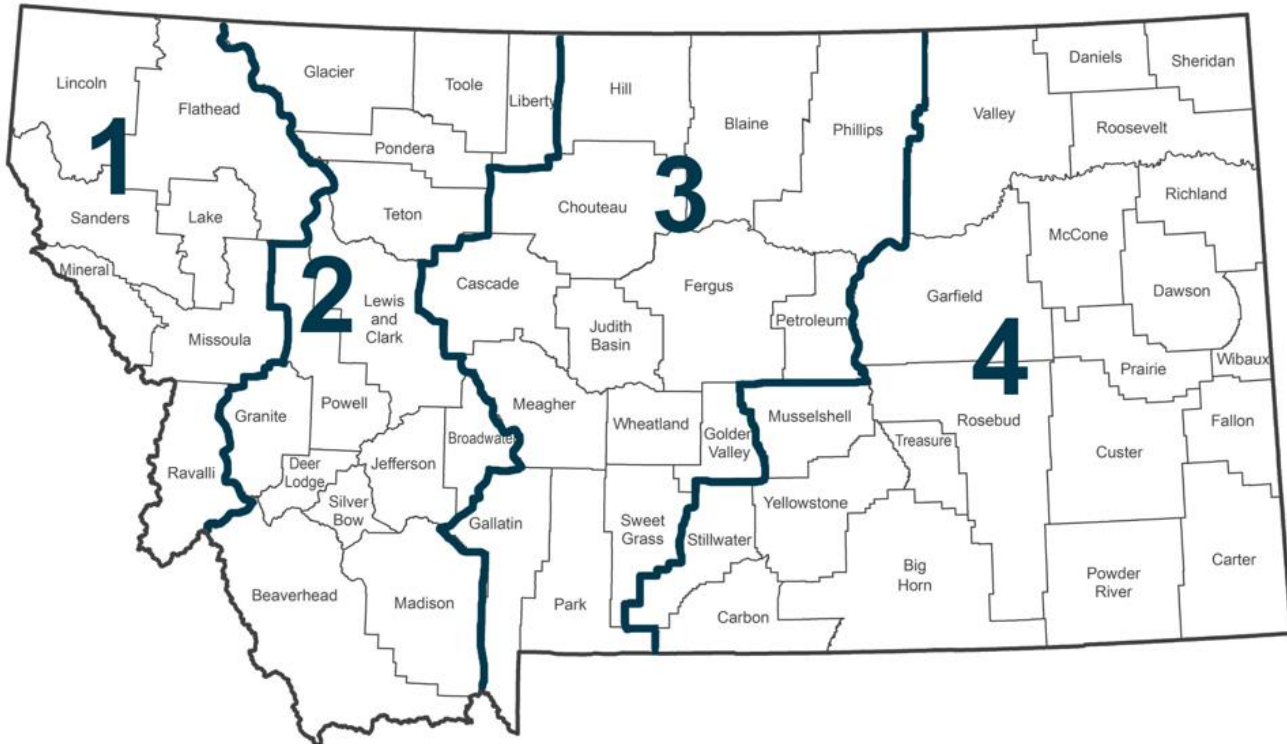
(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Prevailing Wage Districts

Montana counties are aggregated into 4 districts for the purpose of prevailing wage. The prevailing wage districts are composed of the following counties:

Montana Prevailing Wage Districts



I. Dispatch City

ARM, 24.17.103(11), defines dispatch city as “...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.” A dispatch city shall be considered the point of origin only for jobs within the counties identified in that district (as shown below):

District 1 – Kalispell and Missoula: includes Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders;

District 2 – Butte and Helena: includes Beaverhead, Broadwater, Deer Lodge, Glacier, Granite, Jefferson, Lewis and Clark, Liberty, Madison, Pondera, Powell, Silver Bow, Teton, and Toole;

District 3 – Bozeman and Great Falls: includes Blaine, Cascade, Chouteau, Fergus, Gallatin, Golden Valley, Hill, Judith Basin, Meagher, Park, Petroleum, Phillips, Sweet Grass, and Wheatland;

District 4 – Billings, Miles City and Sidney: includes Big Horn, Carbon, Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Musselshell, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Stillwater, Treasure, Valley, Wibaux, and Yellowstone.

J. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(24), defines zone pay as “...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.” See section I above for a list of dispatch cities.

K. Computing Travel Benefits

ARM, 24.17.103(22), states “ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job.” See section I above for a list of dispatch cities.

L. Per Diem

ARM, 24.17.103(18), states “ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”

M. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, section 18-2-416(2), MCA states “...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.” Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

N. Posting Notice of Prevailing Wages

Section 18-2-406, MCA provides that contractors, subcontractors and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

O. Employment Preference

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
<https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/nonconstruction-services-occupations>

Q. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS
MAINTENANCE AND REPAIR WORKERS (GENERAL)
STATIONARY ENGINEERS AND BOILER OPERATORS

CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS
JANITORS AND CLEANERS
PARKING ENFORCEMENT WORKERS
PARKING LOT ATTENDANTS
SECURITY AND FIRE ALARM SYSTEMS REPAIRERS
SECURITY GUARDS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS
FOREST AND CONSERVATION TECHNICIANS
FOREST AND CONSERVATION WORKERS
FOREST EQUIPMENT OPERATORS
LANDSCAPING AND GROUNDSKEEPING WORKERS
MATERIAL MOVING WORKERS (ALL OTHER)
MEDIUM TRUCK DRIVERS
PEST CONTROL WORKERS
PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)
TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

OPERATION OF PUBLIC DRINKING WATER SUPPLY,
WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR TRAILER TRUCK DRIVERS
LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS
RECYCLING AND RECLAMATION WORKERS
REFUSE AND RECYCLABLE MATERIALS COLLECTORS
SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS
WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

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FOREST FIREFIGHTERS

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BUS DRIVERS (TRANSIST AND INTERCITY)
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BREATH ALCOHOL TECHNICIANS
EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS
HOME HEALTH AIDES
LICENSED PRACTICAL NURSES
MEDICAL AND CLINICAL LABORATORY TECHNICIANS
MEDICAL AND CLINICAL LABORATORY TECHNOLOGISTS
MEDICAL ASSISTANTS
NURSE PRACTITIONERS
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ORDERLIES
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REGISTERED NURSES

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FREIGHT, STOCK, AND MATERIAL HANDLERS

FOOD SERVICE AND COOKING

COOKS (INSTITUTION AND CAFETERIA)
FOOD PREPARATION AND SERVING RELATED WORKERS

MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS
BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS
CONSTRUCTION EQUIPMENT MECHANICS

APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS
COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS
COMPUTER USER SUPPORT SPECIALISTS

WAGE RATES

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

ELEVATOR REPAIRERS

	Wage	Benefit
District 1	\$57.73	\$40.98
District 2	\$57.73	\$40.98
District 3	\$57.73	\$40.98
District 4	\$57.73	\$40.98

Travel:

All Districts

0-15 mi. free zone

>15-25 mi. \$49.88/day

>25-35 mi. \$99.75/day

>35 mi. \$84.90/day or cost of receipts for hotel and meals, whichever is greater.

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MAINTENANCE AND REPAIR WORKERS (GENERAL)

	Wage	Benefit
District 1	\$20.91	\$8.07
District 2	\$18.71	\$7.56
District 3	\$18.51	\$8.11
District 4	\$21.67	\$6.24

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STATIONARY ENGINEERS AND BOILER OPERATORS

	Wage	Benefit
District 1	\$21.79	\$8.69
District 2	\$23.78	\$8.69
District 3	\$28.70	\$8.69
District 4	\$24.02	\$8.69

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CUSTODIAL OR SECURITY SERVICES FOR PUBLICLY OWNED BUILDINGS AND FACILITIES

ENVIRONMENTAL SERVICES WORKERS

	Wage	Benefit
District 1	\$15.10	\$3.84
District 2	\$14.21	\$4.25
District 3	\$12.44	\$4.55
District 4	\$13.96	\$4.67

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JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$15.10	\$5.33
District 2	\$16.60	\$6.96
District 3	\$15.88	\$5.34
District 4	\$15.10	\$5.25

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PARKING ENFORCEMENT WORKERS

No Rate Established

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PARKING LOT ATTENDANTS

No Rate Established

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SECURITY AND FIRE ALARM SYSTEMS REPAIRERS

No Rate Established

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SECURITY GUARDS

	Wage	Benefit
District 1	\$15.39	\$0.88
District 2	\$15.28	\$1.54
District 3	\$16.15	\$4.20
District 4	\$16.24	\$4.12

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GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

FALLERS

No Rate Established

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FOREST AND CONSERVATION TECHNICIANS

No Rate Established

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FOREST AND CONSERVATION WORKERS

No Rate Established

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FOREST EQUIPMENT OPERATORS

No Rate Established

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LANDSCAPING AND GROUNDSKEEPING WORKERS

	Wage	Benefit
District 1	\$17.39	\$6.41
District 2	\$18.62	\$6.71
District 3	\$17.25	\$7.11
District 4	\$13.62	\$2.46

Duties Include:

Shovel snow from walks, driveways, or parking lots and spread salt in those areas. Grounds maintenance of cemeteries.

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MATERIAL MOVING WORKERS (ALL OTHER)

	Wage	Benefit
District 1	\$22.85	\$ 9.93
District 2	\$22.67	\$ 9.91
District 3	\$23.88	\$10.63
District 4	\$24.03	\$10.79

Occupations Include:

Bulldozer Operator, Freight Elevator Operator, Shovel Operator

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MEDIUM TRUCK DRIVERS

	Wage	Benefit
District 1	\$23.56	\$10.03
District 2	\$25.09	\$10.78
District 3	\$24.61	\$11.16
District 4	\$23.96	\$10.60

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PEST CONTROL WORKERS

No Rate Established

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PESTICIDE HANDLERS, SPRAYERS, AND APPLICATORS (VEGETATION)

	Wage	Benefit
District 1	\$18.90	\$7.84
District 2	\$15.86	\$5.42
District 3	\$14.64	\$4.98
District 4	\$15.96	\$5.67

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TREE TRIMMERS AND PRUNERS (RIGHT AWAY)

	Wage	Benefit
District 1	\$27.18	\$12.62
District 2	\$27.18	\$12.62
District 3	\$25.29	\$12.50
District 4	\$28.64	\$10.28

Travel

Districts 1 – 3

No Rate Established

District 4

0-25 mi. - free zone

>25-50 mi. - \$20.00/day

>50 mi. - \$70.00/day

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OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS

HEAVY AND TRACTOR-TRAILER TRUCK DRIVERS

	Wage	Benefit
District 1	\$22.68	\$9.79
District 2	\$22.68	\$9.79
District 3	\$22.68	\$9.79
District 4	\$23.37	\$9.79

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LANDFILL ATTENDANTS AND EQUIPMENT OPERATORS

	Wage	Benefit
District 1	\$18.27	\$9.44
District 2	\$19.14	\$9.21
District 3	\$20.21	\$8.64
District 4	\$16.26	\$4.13

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RECYCLING AND RECLAMATION WORKERS

No Rate Established

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REFUSE AND RECYCLABLE MATERIALS COLLECTORS

	Wage	Benefit
District 1	\$21.44	\$11.27
District 2	\$21.44	\$11.27
District 3	\$21.72	\$10.59
District 4	\$22.03	\$ 9.78

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SEPTIC TANK SERVICES AND SEWER PIPE CLEANERS

No Rate Established

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WATER AND WASTEWATER TREATMENT PLANT AND SYSTEM OPERATORS

	Wage	Benefit
District 1	\$21.91	\$10.19
District 2	\$28.09	\$ 9.66
District 3	\$23.84	\$ 9.60
District 4	\$22.73	\$ 7.10

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LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS

CORRECTION AND DETENTION OFFICERS

	Wage	Benefit
District 1	\$20.53	\$ 9.82
District 2	\$21.05	\$12.65
District 3	\$19.27	\$ 7.56
District 4	\$22.27	\$11.12

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POLICE, FIRE, AND AMBULANCE DISPATCHERS

	Wage	Benefit
District 1	\$21.69	\$9.69
District 2	\$20.46	\$8.22
District 3	\$18.56	\$7.09
District 4	\$20.88	\$8.31

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PROBATION OFFICERS AND CORRECTIONAL TREATMENT SPECIALISTS

	Wage	Benefit
District 1	\$17.06	\$ 9.00
District 2	\$21.74	\$12.60
District 3	\$20.20	\$ 8.02
District 4	\$19.39	\$ 8.02

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FIRE PROTECTION

FIRE EXTINGUISHER REPAIRERS

No Rate Established

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FOREST FIREFIGHTERS

	Wage	Benefit
District 1	\$17.67	\$0.00
District 2	\$17.67	\$0.00
District 3	\$17.67	\$0.00
District 4	\$17.67	\$0.00

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PUBLIC OR SCHOOL TRANSPORTATION DRIVING

BUS DRIVERS (SCHOOL OR SPECIAL CLIENT)

	Wage	Benefit
District 1	\$15.80	\$5.45
District 2	\$19.24	\$5.93
District 3	\$21.39	\$4.51
District 4	\$19.42	\$3.48

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BUS DRIVERS (TRANSIT AND INTERCITY)

	Wage	Benefit
District 1	\$13.90	\$5.79
District 2	\$17.46	\$5.99
District 3	\$15.98	\$6.51
District 4	\$19.00	\$5.31

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LIGHT TRUCK OR DELIVERY SERVICES DRIVERS (INCLUDES VAN DRIVERS)

	Wage	Benefit
District 1	\$14.96	\$6.15
District 2	\$14.96	\$6.15
District 3	\$14.92	\$6.39
District 4	\$14.92	\$6.39

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NURSING, NURSE'S AID SERVICES, AND MEDICAL LABORATORY TECHNICIAN SERVICES

BREATH ALCOHOL TECHNICIANS

No Rate Established

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EMERGENCY MEDICAL TECHNICIANS AND PARAMEDICS

	Wage	Benefit
District 1	\$14.44	\$4.37
District 2	\$16.08	\$5.67
District 3	\$18.82	\$5.67
District 4	\$14.82	\$1.86

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HOME HEALTH AIDES

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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LICENSED PRACTICAL NURSES

	Wage	Benefit
District 1	\$24.55	\$6.76
District 2	\$22.42	\$5.93
District 3	\$24.14	\$3.88
District 4	\$23.92	\$5.32

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MEDICAL AND CLINICAL LABORATORY TECHNICIANS

	Wage	Benefit
District 1	\$25.60	\$5.86
District 2	\$27.33	\$5.73
District 3	\$29.90	\$5.48
District 4	\$23.57	\$5.48

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MEDICAL AND CLINICAL LABORATORY TECHNOLOGIST

	Wage	Benefit
District 1	\$32.70	\$9.09
District 2	\$32.57	\$7.48
District 3	\$32.29	\$6.67
District 4	\$33.54	\$6.78

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MEDICAL ASSISTANTS

	Wage	Benefit
District 1	\$18.20	\$5.33
District 2	\$14.36	\$4.95
District 3	\$16.17	\$4.43
District 4	\$18.03	\$7.75

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NURSE PRACTITIONERS

	Wage	Benefit
District 1	\$53.27	\$11.36
District 2	\$53.10	\$ 9.72
District 3	\$53.29	\$ 8.42
District 4	\$56.72	\$16.15

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NURSING ASSISTANTS

	Wage	Benefit
District 1	\$15.60	\$3.47
District 2	\$16.75	\$5.29
District 3	\$15.52	\$3.45
District 4	\$15.57	\$3.82

Occupations Include:
Certified Nursing Assistants, Hospital Aides, Infirmary Attendants

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ORDERLIES

	Wage	Benefit
District 1	\$16.37	\$4.09
District 2	\$16.37	\$4.09
District 3	\$16.37	\$4.09
District 4	\$16.37	\$4.09

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PERSONAL CARE AIDES

	Wage	Benefit
District 1	\$11.92	\$4.24
District 2	\$12.34	\$1.56
District 3	\$14.32	\$3.30
District 4	\$12.15	\$2.93

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PHYSICIANS ASSISTANTS

	Wage	Benefit
District 1	\$51.73	\$13.14
District 2	\$62.64	\$12.44
District 3	\$74.86	\$12.62
District 4	\$59.77	\$13.45

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REGISTERED NURSES

	Wage	Benefit
District 1	\$33.51	\$8.37
District 2	\$32.86	\$7.03
District 3	\$33.13	\$6.68
District 4	\$34.70	\$8.48

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MATERIAL AND MAIL HANDLING

FREIGHT, STOCK, AND MATERIAL HANDLERS

	Wage	Benefit
District 1	\$15.41	\$4.75
District 2	\$15.40	\$5.52
District 3	\$15.26	\$5.75
District 4	\$15.71	\$5.98

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FOOD SERVICE AND COOKING

COOKS, (INSTITUTION AND CAFETERIA)

	Wage	Benefit
District 1	\$14.87	\$4.87
District 2	\$14.25	\$4.07
District 3	\$14.18	\$4.52
District 4	\$14.79	\$4.54

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FOOD PREPARATION AND SERVING RELATED WORKERS

	Wage	Benefit
District 1	\$11.64	\$3.00
District 2	\$11.71	\$4.64
District 3	\$11.84	\$3.45
District 4	\$12.12	\$3.33

Occupations Include:

Dietary Aides, Counter Attendants, and Dining Room Attendants.

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MOTOR VEHICLE AND CONSTRUCTION EQUIPMENT REPAIR AND SERVICING

AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS

	Wage	Benefit
District 1	\$20.56	\$2.91
District 2	\$23.35	\$3.32
District 3	\$23.66	\$5.44
District 4	\$27.00	\$4.70

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BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS

	Wage	Benefit
District 1	\$23.64	\$7.84
District 2	\$23.97	\$8.01
District 3	\$20.78	\$6.44
District 4	\$21.37	\$6.74

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CONSTRUCTION EQUIPMENT MECHANICS

	Wage	Benefit
District 1	\$25.64	\$10.32
District 2	\$27.17	\$ 8.08
District 3	\$25.26	\$11.13
District 4	\$24.11	\$12.36

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APPLIANCE AND OFFICE MACHINE REPAIR AND SERVICING

APPLIANCE MECHANICS

	Wage	Benefit
District 1	\$16.03	\$1.70
District 2	\$15.90	\$1.70
District 3	\$15.00	\$1.70
District 4	\$17.18	\$1.70

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COMPUTER, AUTOMATED TELLER, AND OFFICE MACHINE REPAIRERS

No Rate Established

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COMPUTER USER SUPPORT SPECIALISTS

	Wage	Benefit
District 1	\$28.67	\$8.57
District 2	\$27.59	\$8.25
District 3	\$27.77	\$8.17
District 4	\$27.41	\$8.32

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